

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19244
Docket Number TD-18905

David Dolnick, Referee

PARTIES TO DISPUTE: (American Train Dispatchers Association
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the American Train Dispatchers Association that:

(a) The St. Louis-San Francisco Railway Company (hereinafter "the Carrier") violated the effective Agreement between the parties, Article 1 thereof in particular, when on June 27, 1969, it required and/or permitted other than those covered thereby, to perform work covered by said Agreement.

(b) Carrier shall now compensate Train Dispatcher E. W. Wyatt one day's compensation at time and one-half the daily rate applicable to Assistant Chief Dispatcher for said violation on the rest day of Claimant.

OPINION OF BOARD: Employees allege that the Agent at Lamont, Oklahoma had the following telephone conversation with an employee at Enid, Oklahoma on June 27, 1969:

"Agent at Lamont. 'I'll have 5 mty box at Hunter and 5 at Lamont they will not load.'"

"Employee at Enid, Okla. 'Hang on them a day but send your empty hopper into Enid.'"

These instructions, say the Employees, were acted upon by the Agent at Lamont, Oklahoma.

Carrier contends that it has no record that the alleged conversation took place. Aside from this fact, which is in itself troublesome, the alleged conversation, if it did take place, is neither a train order nor does it involve a distribution of power and equipment. All it involved was a pick up of an empty hopper at Enid and a probable set out at Lamont. We have held in a long line of awards by this Board and by Public Law Board No. 588, all on this property, that such a message is not work which belongs exclusively to Train Dispatchers under the Scope Rule. See Awards 18689, 18690, 18697, 18938, 19084, 19093, 19094 and Awards 4, 18, 22, 23, 25 and 26 of Public Law Board No. 588.

Award Number 19244
Docket Number TD-18905

Page 2

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1972.